

**UNITED STATES FEDERAL DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
(EASTERN DIVISION)**

<b>TEXTRON FINANCIAL CORPORATION</b>	)	<b>CASE NO. 1:07-cv-3733</b>
	)	
<b>Plaintiff,</b>	)	<b>JUDGE OLIVER</b>
	)	
<b>vs.</b>	)	<b><u>JUDGMENT ENTRY GRANTING</u></b>
	)	<b><u>MOTION OF TEXTRON FINANCIAL</u></b>
<b>THE GREAT OUTDOORS TRAILER</b>	)	<b><u>CORPORATION FOR DEFAULT</u></b>
<b>COMPANY, <i>et al.</i></b>	)	<b><u>JUDGMENT AGAINST THE GREAT</u></b>
<b>Defendants.</b>	)	<b><u>OUTDOORS TRAILER COMPANY</u></b>

This matter is before the Court on Plaintiff's Motion for Default Judgment Against The Great Outdoors Trailer Company with Memorandum and Affidavit in Support ("Plaintiff's Motion"). Plaintiff's Motion was served on Robert Lakins, the registered agent of Defendant The Great Outdoors Trailer Company (the "Non-Responding Defendant"), by counsel for the Plaintiff via regular U.S. Mail on January 16, 2008.

This Court, having reviewed Plaintiff's Motion containing the Declaration of Non-Military Service and the Affidavit of Michael P. Shuster in support, being duly informed, hereby FINDS that on December 6, 2007, Textron Financial filed its *Complaint for Breach of Contract and Other Relief* (the "Complaint"); that the Non-Responding Defendant was properly served with process of the Complaint no later than December 11, 2007, with a summons, and later with Plaintiff's Motion; that Non-Responding Defendant failed to appear, answer, plead or otherwise respond to the Complaint within twenty (20) days after service of the Summons and Complaint as required by Rule 12(a)(1) of the Federal Rules of Civil Procedure; that the Clerk of this Court has entered the default of the Non-Responding Defendant; and that the Non-Responding Defendant's failure to appear, answer, plead or otherwise respond to the Complaint within

twenty (20) days after service of the Summons and Complaint was not caused by excusable neglect. Accordingly, this Court finds Plaintiff's Motion to be well-taken.

Further, this Court, having reviewed the Plaintiff's Motion and supporting Affidavit and being duly informed, hereby FINDS that Textron Financial is entitled to judgment in its favor on the Complaint as against The Great Outdoors Trailer Company.

NOW, THEREFORE, pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure and for good cause shown, the Court hereby enters a default judgment for Textron Financial Corporation and against The Great Outdoors Trailer Company granting Textron Financial, money damages in an amount not less than \$103,771.14 (consisting of \$89,090.92 in principal; \$8,308.10 in interest; and \$6,371.97 in attorneys fees and expenses), *plus* ongoing default interest at the rate of \$43.55 per diem, ongoing attorneys' fees and expenses, and other charges and obligations due pursuant to the Agreement.

**THIS IS A FINAL JUDGMENT.**

**IT IS SO ORDERED.**

/s/SOLOMON OLIVER, JR.  
JUDGE SOLOMON OLIVER, JR.  
UNITED STATES DISTRICT JUDGE

Dated: 2/11/2008